



MINUTES OF THE COMMON COUNCIL

TUESDAY, AUGUST 19, 2014, 7:00 P.M.

COUNCIL CHAMBERS

Room 203, City Hall

Roll call: Mayor James J. Schmitt, Deputy City Clerk Anita M. Raleigh, Interim City Attorney James Mueller. Alderpersons: J. Wiezbiskie, Thomas DeWane, A. Nicholson, Tim DeWane, D. Nennig, J. Moore, R. Scannell, C. Wery, G. Zima, M. Steuer, B. Danzinger, T. Sladek. Excused: None.

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to approve the minutes of the July 15 and August 13 meetings. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to approve the agenda.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to handle the bond resolutions right after the recognitions. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to approve the agenda as amended. Motion carried.

REPORT BY THE MAYOR

The Mayor announced that Jerry Bruette, Pastor of Living Hope Church, has retired. He also reminded everyone that Art Street is this weekend.

PUBLIC HEARINGS

General Ordinance No. 15-14

An ordinance amending Chapter 13-604, Table 6-2, of the Code regarding the regulation of covered porches. (Item #21)

No one appeared.

General Ordinance No. 16-14

An ordinance amending Chapter 13-904 of the Code regarding outdoor storage and display in the Business Park (BP) District. (Item #22)

No one appeared.

Zoning Ordinance No. 8-14

An ordinance rezoning property located at 1672-1678 East Mason Street/1666 Cass Street from Light Industrial (LI) District to General Commercial (C1) District. (Item #23)

No one appeared.

Moved by Ald. Moore, seconded by Ald. Wery to suspend the rules for the purpose of adopting the above ordinances. Motion carried.

RECOGNITIONS

Mayor Schmitt presented Allison Naze, MDA Local Goodwill Ambassador, with a plaque.

He also presented several City of Green Bay interns with certificates of appreciation for their work in various departments during the summer.

APPOINTMENTS

New Appointment

Zoning & Planning Board of Appeals, Alternate

Greg Babcock

Interim City Attorney

Jim Mueller

Moved by Ald. Nicholson, seconded by Ald. Tim DeWane to confirm the new appointments.

Re-Appointment

Stadium District Board

Anne Patteson

Moved by Ald. Nennig, seconded by Ald. Steuer to confirm the re-appointment.

Moved by Ald. Danzinger, seconded by Ald. Moore to suspend the rules to allow interested parties to speak. Motion carried.

Pat Buckley, 3266 West Point Road, spoke in favor of re-appointing Anne Patteson and answered questions regarding the Stadium District Board.

David Boyce, 123 S. Quincy Street, also spoke in favor of Ms. Patteson.

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to return to the regular order of business. Motion carried.

A vote was then taken on the motion to confirm the re-appointment.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nennig, Moore, Scannell, Wery, Steuer, Danzinger, Sladek. Noes: Nicholson, Tim DeWane, Zima. Motion carried.

PETITIONS & COMMUNICATIONS

FINANCE COMMITTEE

Request by Ald. Scannell to consider a referendum regarding BadgerCare.

Request by Ald. Nicholson to review the Stadium District Board.

IMPROVEMENT & SERVICE COMMITTEE

Application for a Concrete Sidewalk Builder's License by N & L Concrete Construction, LLP.

Request by Ald. Scannell, on behalf of Katie LeBarron, to rescind a garbage collection charge at 405 Harvard Street.

Request by Ald. Steuer, on behalf of the owner at 1843 Parkland Way, to have their sidewalk reconstruction costs reduced or to have the former removed and area reseeded.

Request by Ald. Zima, on behalf of the residents at 854 Fifth Street, that the garbage pick up charge levied this past year be waived.

Request by Ald. Zima for the following:

A. For a review and update on the City's maintenance schedules for all public works including pot holes, crack filling, weeds in City medians and all functions that affect the City's appearance.

B. Determine why maintenance of garbage containers, etc. on Broadway has not been completed after two years.

Request by Ald. Thomas DeWane to have a bike lane on Green Briar Road from the hospital to Manitowoc Road.

MAYOR'S OFFICE

Request by Ald. Moore that the Mayor's Office present to the Council a clear vision regarding the 1/2% sales tax and with Council approval, draft a resolution presenting this vision and supporting the termination of the 1/2% tax.

PROTECTION & WELFARE COMMITTEE

Request by the owners of Stadium View Bar & Grill, 1963 Holmgren Way, to allow music until 11:00 P.M. on October 3 and 4.

Notice of the change of agent for Kwik Trip, Inc. at 1712 E. Mason Street.

Application for a "Class B" Combination License by Neumritz, Inc. at 1106 Main Street. (Changing from individual to corporation.)

Application for a "Class B" Combination License by El Patron Entertainment, LLC at 1464 University Avenue. (Transfer from El Carboncito, LLC)

Application for an available "Class B" Combination License by Amanda Patterson at 154 N. Broadway. (Currently has beer and wine)

Application for a Class "A" Beverage License by LTB Shell, LLC at 510 S. Monroe Avenue.

Appeal by Rick Andrus to the denial of his Operator License application.

Request by the owners of The Next Stop Bar and Grill, 1610 Cass Street, to hold an outdoor event on September 13.

Application for a Class "C" Wine and a Class "B" Beverage License by WM Enterprises, LLC at 1212 Marine Street. (Transfer from Sandra's Cafe, LLC)

TRAFFIC COMMISSION

Request by Ald. Tim DeWane to remove the 2-hour parking signs on the north side of the 1100 block of Eliza Street.

Moved by Ald. Tim DeWane, seconded by Ald. Thomas DeWane to allow the Protection & Welfare Committee to have the final authority on the request by the owners of The Next Stop Bar and Grill. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to refer the petitions and communications to the appropriate Committee or Commission. Motion carried.

REPORTS FOR COUNCIL ACTION

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY

August 19, 2014

The Green Bay Redevelopment Authority, having met on Tuesday, August 12, 2014, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the development agreement with TMJ, LLC (copy attached) for redevelopment of the property at 110 S. Adams Street (Parcel 12-130-1) for InitiativeOne, a professional consulting and leadership training business.

DEVELOPMENT AGREEMENT

THIS AGREEMENT (hereinafter called the "Agreement") made as of the ____ day of _____, 2014, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), and **TMJ, LLC.**, a Wisconsin limited liability company (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the DEVELOPER desires to acquire property located at 110 S. Adams Street, Green Bay, WI 54301, legally described on the attached Exhibit "A" hereto having approximately 10,500 square feet (hereinafter the "Property"); and

WHEREAS, the DEVELOPER desires to renovate the building into a class A office building and conferencing center to support his existing leadership and consultancy business; and

WHEREAS, but for funding sources from the RDA and CITY, the development at the Property would not be feasible;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the PARTIES as follows:

I. PROPOSED PROJECT SCOPE AND DEVELOPER OBLIGATIONS. DEVELOPER shall acquire the Property located at Parcel No. 12-130-1. DEVELOPER shall acquire, invest and renovate the Property in an amount not less than \$2,500,000.00. Project costs shall include at least \$1,570,000.00 in renovation costs and shall include, but is not limited to, a 10,500 square foot class A office building and conferencing center to support DEVELOPER's existing business. DEVELOPER shall also comply with the following requirements for this Project:

- A. DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than September 1, 2014, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
- B. DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Property) by December 31, 2014, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.
- D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit B and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
- F. As a condition of CITY and RDA financial assistance, the DEVELOPER guarantees that the Project will initially create a total of fifteen (15) full-time equivalent jobs (FTE-based on approximately 40 hours per week or 2,080 hours per year) with non-administrative salaries ranging from \$65,000.00 to \$80,000.00 per year. Upon request DEVELOPER shall provide RDA with employment records to confirm the number of jobs created.
- G. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot,

civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. FINANCING

- A. The DEVELOPER shall obtain a private loan commitment of at least \$1,800,000.00.
- B. Developer shall contribute \$300,000.00 cash equity toward the Project.
- C. The DEVELOPER shall apply for a \$105,000.00 Revolving Loan Fund ("RLF") loan. The RLF loan shall have a term of twenty (20) years and be subordinate to all other loans associated with the Project. The CITY will work in good faith to assist DEVELOPER in applying for the loan; however, CITY cannot warrant that said loan will be granted.
- D. The DEVELOPER understands and agrees that any grants monies received shall not be counted toward the RLF cash equity requirement.
- E. Conditioned on completion of the Project and the DEVELOPER guaranteeing a minimum assessed value of \$882,000.00 (\$482,000.00 base assessed value + \$400,000.00 increment assessed value) for the Property by January 1, 2015, the RDA shall contribute no more than \$100,000.00 of Tax Incremental Financing (TIF) assistance to the DEVELOPER. The TIF assistance shall be structured as a yearend pay-go disbursement and paid out over the remaining eleven (11) years of the Tax Increment District. This reimbursement shall be known as the Annual TIF Payment.
- F. The Annual TIF Payment shall be calculated by subtracting the real property taxes paid on the base tax value, from the actual realized real property taxes on an annual basis for the Property. The base tax value shall be the 2014 assessed value of \$482,000.00. Real property taxes do not include any special assessments, special charges, personal property or other charges that may appear on the annual tax bill.
- G. The Annual TIF Payment shall not exceed \$10,000.00 annually unless RDA, at its sole discretion, agrees to exceed this maximum annual reimbursement. The Annual TIF payment shall be paid to DEVELOPER within thirty (30) days following the RDA notice from the DEVELOPER that the annual real estate tax bill has been paid in full for the Project Site.
- H. Project financing is contingent on DEVELOPER applying for and receiving a \$100,000.00 loan from the ADVANCE micro-loan fund, WHEDA, or other similar financing. The CITY will work in good faith to assist

DEVELOPER in applying for the loan; however, CITY cannot warrant that such loan will be granted.

III. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. All TIF assistance shall solely benefit the DEVELOPER. DEVELOPER may not transfer or assign its interest in any TIF assistance without approval from the RDA. All TIF assistance associated with the Project shall not run with the land.
- B. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization unless agreed to in writing by the RDA.
- D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- E. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve the plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- F. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than thirty (30) days of the date of this Agreement. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA

may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.

- G. DEVELOPER shall file with the RDA copies of the detailed construction plans within thirty (30) days after completion of construction.
- H. All documents shall be submitted in triplicate.
- I. The DEVELOPER agrees, as a covenant running with the Property (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- J. INSURANCE. Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

IV. MUTUAL RIGHTS OF ACCESS.

- A. DEVELOPER may assign all rights and obligations under this agreement only to a controlled or affiliated company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without RDA's written consent. In the event a transfer occurs without RDA approval, the RDA/CITY may request or institute legal action for reversion of the property to the RDA based upon a breach of this Agreement.
- B. DEVELOPER shall permit representatives of the RDA to have reasonable access to the Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. NO CHARGE. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

V. OTHER RIGHTS AND REMEDIES.

- A. TERMINATION AND REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the PARTIES; accordingly, the PARTIES shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the PARTIES may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this

Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.
- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- E. APPLICABLE LAW, SEVERABILITY, AND ENTIRE AGREEMENT. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire

To CITY:

City of Green Bay
Attention: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

- K. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

Redevelopment Authority of the City of Green Bay

Harry Maier, Chairman

Kimberly Flom, Executive Director

Attest:

City of Green Bay

James J. Schmitt, Mayor

Kris Teske, Clerk

Attest:

TMJ, LLC

Dr. Fred Johnson

**EXHIBIT A
LEGAL DESCRIPTION**

**EXHIBIT B
PRELIMINARY CONCEPT PLAN**

Moved by Ald. Wiezbiskie, seconded by Ald. Nicholson to adopt the report. Motion carried.

**REPORT OF THE
TRAFFIC COMMISSION
August 19, 2014**

The Traffic Commission having met Monday, July 14, 2014, considered all matters on its agenda and wishes to report and recommends the following:

1. To receive and place on file the report by the Police Department of the 2014 2nd quarter serious injury and fatality crashes.
2. To discontinue the use of adult crossing guards at East Mason Street and Schoen Street, Main Street and Baird Street, and Roosevelt Street and Cass Street.
3. To continue the use of an adult crossing guard at Hillside Lane and Bader Street.
4. To receive and place on file the request by (former) Ald. Kocha to discuss, with possible action, removal of the NO PARKING TO CORNER signs on the northwest corner of Mills Street and Henry Street, to make parking on both streets legal on that corner, in order to accommodate a new business.

5. That the Green Bay Police Department conduct speed enforcement along South Roosevelt Street near Astor Park.
6. To remove and adopt by ordinance the NO PARKING zone on the south side of Dousman Street from Taylor Street to Fellows Drive.
7. To establish and adopt by ordinance a NO PARKING zone on the south side of Dousman Street from Taylor Street to a point 170 feet east of Taylor Street.
8. To establish and adopt by ordinance a NO PARKING zone on the south side of Dousman Street from a point 20 feet west of Westplain Drive to a point 10 feet east of Westplain Drive.

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the report with the exception of Item #4. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Wery to adopt Item #4.

Moved by Ald. Nennig, seconded by Ald. Wery to refer Item #4 back to the Traffic Commission. Motion carried.

REPORT OF THE FINANCE COMMITTEE AUGUST 19, 2014

The Finance Committee, having met on Tuesday, August 5, 2014 considered all matters on its agenda and wishes to report and recommends the following:

1. To approve the request of the HR Director to transfer \$21,000 from the contingency fund to Police and Fire Commission to cover the cost of police and fire recruitments.
2. To receive and place on file the request by Ald. Sladek regarding how Council is advised of, and takes approval action upon items funded through issuance of bonds or promissory notes.
3. To refer to Brown County the request by Ald. Scannell to consider an advisory referendum to raise the minimum wage.
4. To approve by Ald. Moore that if the ownership of the Clarion Hotel has not been officially transferred by August 19, 2014, the City will place it back on the market.
5. To refer to staff by Ald. Moore to work on developing a program that enhances development within the City of Green Bay.

6. To hold until the next meeting the request by Ald. Nicholson to review all City fees and permits with possible action.
7. To hold until the next meeting the request by Ald. Zima to review 20 years of history for the parking utility.
8. To refer to staff the request Ald. Tom DeWane to complete an analysis of space needs for the Police Department.
9. To approve the demolition of four properties to B.E.S.T. Enterprises LLC for \$31,965.
10. To approve the purchase and installation of kitchen cabinets and countertops for Fire Station #2 to IEI General Contractors for \$12,966 with Ald. Andy Nicholson abstaining.
11. To approve the purchase and installation of dorm locker cabinets and shelving for Fire Station #6 to Custom Cabinet Co. Inc. for \$25,555, with Ald. Andy Nicholson abstaining.
12. To receive and place on file the request of the Finance Director to review financial statements through second quarter 2014.

2014 Contingency Fund
\$97,150

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the report with the exception of Items #3 & #4. Motion carried with Ald. Nicholson abstaining on Items #10 & #11.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt Item #3.

Moved by Ald. Danzinger, seconded by Ald. Wery to suspend the rules to allow interested parties to speak. Motion carried.

Gordon Wilker, 1224 S. Greenwood Avenue, spoke regarding the minimum wage.

Jen Cohen, 1635 Swan Road, urged the Council to approve the request tonight so that the referendum can be on the November ballot.

Tony VanderBloemen, 2121 Newberry Avenue, supported having the referendum on the City ballot in November.

David Boyce, 123 S. Quincy Avenue, felt that this is not just a City issue and should not be on the City ballot in November.

Paul Ahrens, 2114 Verlin Road, felt that the referendum should be on the November ballot.

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to return to the regular order of business. Motion carried.

Moved by Ald. Wery, seconded by Ald. Moore to table Item #3.

Roll call: Ayes: Wiezbiskie, Nicholson, Moore, Wery, Zima, Sladek. Noes: Thomas

DeWane, Tim DeWane, Nennig, Scannell, Steuer, Danzinger. Motion tied with the Mayor casting the deciding aye vote.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt Item #4.
Motion carried.

REPORT OF THE IMPROVEMENT AND SERVICE COMMITTEE August 19, 2014

The Improvement and Service Committee, having met on August 13, 2014 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by the Preble Park Neighborhood Association to place their Neighborhood Identification sign within East Mason Street City right-of-way.
2. To approve the request by Kathie Steward, Controller for Kadant GranTek, Inc. for a refund of overpaid storm water charges from July 2004 to June 2014, in the amount of \$31,037.98 at 607 Liberty Street.
3. To receive and place on file the request by Ald. Scannell to review the policy of what can be grown in City terraces with the intent to implement guidelines for growing vegetable gardens in terraces.
4. To receive and place on file the request by Ald. Tim DeWane for information regarding the parking meters in the Downtown District to change this to 2-hour parking, copying the Broadway Downtown District.
5. To have the Director of Public Works investigate with the Zoning Administrator to see if creating a combination Certified Survey Map, and submitted a site plan with the Building Inspection Department proposing a circular drive would allow the existing curb cut and drive apron on Ridge Road to remain.
6. To receive and place on file the request by Ald. Wery to review all applicable ordinances pertaining to curb cuts for driveways and consideration of grandfathering or creating an exception/appeal process.
7. To approve the request by Department of Public Works for an easement from Riverfront Lofts Homeowners Association to allow paving bricks on private property on the north side of the 100 Block of Cherry Street.
8. To approve the request by the Department of Public Works to modify the 2014 Capital Improvement Program by not more than \$25,000.

9. To approve the request by the Department of Public Works to award to the low quotation from Robert E Lee & Associates, for Professional Services for Topographic Survey Services for the 2015 Resurfacing Program, in the amount of \$22,994.20.
10. To approve the request by the Department of Public Works to amend the contract for professional engineering services for Compliance, Maintenance, Operation and Management (CMOM) to Brown and Caldwell, in the amount of \$95,039.42.
11. To approve the request by the Department of Public Works to award the Quotations for Professional Services for 2014 Bridge Inspections by the joint venture of AECOM and Collins Engineering, in an amount not to exceed \$52,000.
12. To approve the request by DigiCopy for an Air Rights Easement for a projecting sign to be installed within the 200 block of East Walnut Street contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.
13. To approve the request by Riverfront Lofts Homeowners Association for an Easement for the use of public right-of-way to access and maintain the Riverfront Lofts Condominium contingent upon execution of a Hold Harmless Agreement and placing on file with the City the applicable insurance.
14. To approve the request by Quick Signs on behalf of the Chamber of Commerce and Green Bay Broadway Development, LLC the Owners, for an Air Rights Easement to allow the installation of a sign above the Dousman Street right-of-way located in the 300 block of Dousman Street contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.
15. To approve the request by Eppstein Uhen Architects on behalf of G B Metreau, LLC the Owners, for encroachment easements within the 100 block of East Walnut Street, 100 block of North Washington Street and City Deck rights-of-way for canopies, door swings, building overhangs, stoops, and patio along the City Deck including retaining walls, planters, slab, stairs, railings and ramps contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.
16. To approve and award the following contracts to the low, responsive bidders:
 - A. To approve to award contract SEWERS 2-14:

Part A to Dorner, Inc. in the amount of \$247,455.00.
Part B to Visu-Sewer in the amount of \$147,707.25.

- B. To approve to award contract TRAFFIC SIGNAL REPAIR - 2014 to the low, responsive bidder, Ramco Construction Services, LLC, in the amount of \$59,102.99.
17. To approve the application for a Concrete Sidewalk Builder's License by Brian's Quality Concrete, Inc.
18. To approve the request by Millennium Architects on behalf of TOHO Properties, LLC for an Air Rights Easement to allow the installation of awnings within the North Broadway and Dousman Street right-of-way contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report. Motion carried.

REPORT OF THE PARK COMMITTEE August 19, 2014

The Park Committee, having met on Wednesday, August 13, 2014, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Joannes Park Neighborhood Association to host the 1st Annual Music in the Park event contingent upon:
 - Final approval from the Special Events Committee;
 - All fees, permits, and insurances being obtained;
 - No hard liquor allowed – beer and wine allowed in the designated area only;
 - Must adhere to all noise ordinances;
 - No glass containers allowed in the park;
 - All expenses for the event are the responsibility of the Joannes Park Neighborhood Association.
2. To approve acceptance of the donation of new playground equipment for East River Van Beaver Park contingent upon all costs for the purchase of the equipment and materials being the responsibility of the Starlite Neighborhood Association.
3. To direct staff to gather input from residents and the City Council on the Colburn Pool conceptual designs, provide concept feedback to Ramaker & Associates by August 22, 2014, and to present the final conceptual draft to the Park Committee at the September 10, 2014, meeting.
4. A. To approve the contract with Blindauer Sheet Metal & Roofing, Inc. for roof replacement of the Marquette Park Shelter for \$10,694.

B. To approve the purchase of outdoor sports lighting fixtures for the Red Smith Park skating area from Musco Sports Lighting LLC for \$13,000.

5. To approve acceptance of the donation and installation of two wood light poles for the hockey rink at Red Smith Park contingent upon:
 - Signed hold harmless agreement;
 - All proper permits and insurances being obtained;
 - All materials meeting City codes;
 - All costs of the delivery and cost of the poles is the responsibility of ATC;
 - All cost of installing the poles is the responsibility of NWTC.
6. To direct staff to work with the Red Smith Neighborhood Association to try to secure funding to complete the installation of two Wisconsin Public Service security lights at Red Smith Park and bring this back to Park Committee or City Council for approval.
7. To approve the request to purchase a reconditioned multi-ski lift handle tow rope for Triangle Hill from Geise Engineering, Inc. for \$17,700.
8. To deny the Request for Proposals, to hire an engineering consultant to complete the plans and specifications for the relocation of the train and giant slide at Bay Beach Amusement Park, to direct staff to resubmit the Request for Proposals, and bring the results back to the Park Committee for review.
9. To receive and place on file the Director's Report.

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the report with the exception of Item #6. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Sladek to adopt Item #6.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to suspend the rules to allow interested parties to speak. Motion carried.

Jane Hansen, co-president of the Red Smith Neighborhood Association, stated that they had applied for mini-grants to secure the funding for the two lights. The grant would pay for only part of the cost. The Green Bay Neighborhood Association has agreed to fund one light. They will be happy with one light.

Moved and seconded to return to the regular order of business. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to secure funding for one light.

Moved by Ald. Danzinger, seconded by Ald. Thomas DeWane amend Item #6 by substitution thereby deleting all of said item and replacing it with the following: "To approve the installation of one Wisconsin Public Service security light at Red Smith Park and to direct staff to work with the Red Smith Neighborhood Association regarding placement and necessary paperwork." Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Nennig to adopt Item #6 as amended. Motion carried.

REPORT OF THE PERSONNEL COMMITTEE

August 19, 2014

The Personnel Committee, having met on Tuesday, August 5, 2014 considered all matters on its agenda and reports and recommends the following:

1. To approve the requests to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Mechanic Leadworker – Public Works
 - b. Assistant Director – Public Works
 - c. Business Development Specialist – Economic Development
2. To hold the request to look at bringing back sergeants in the Police Department, with possible action, for one month or until Ald. Nicholson requests the item be brought back to Personnel Committee.
3. To hold the request by Ald. DeWane for one month, to discuss with possible action, hiring an outside consultant to study the Green Bay Police Department organization and discuss any cost savings the consultant may bring forward.
4. To receive and place on file the report on the progress of the traffic unit within the Green Bay Police Department, with possible action; and to provide monthly updates to the committee on the progress of the traffic unit.
5. To receive and place on file the request by Ald. Nicholson to review the Fire Department commendations, with possible action.
6. To continue suspension of the Hook and Ladder Program until after the arbitration decision and the City Council makes a final decision on the scope of the program. Motion carried 3-1, with Ald. Nicholson voting no.
7. To continue the review of the Housing Administrator position and have staff report back when the review is completed.
8. To receive and place on file the report of routine Personnel Actions for regular employees.
9.
 - a. To receive and place on file the notice by Green Bay Area Fire Fighters IAFF Local 141 to open contract negotiations for a successor agreement.
 - b. To advise staff to continue with the police supervisory negotiation process.

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the report.
Motion carried.

PROTECTION & WELFARE COMMITTEE REPORT
August 19, 2014

The Protection & Welfare Committee, having met on Monday, July 28, 2014 considered all matters on the agenda and wishes to report and recommend the following:

4. To approve the request by the owner of Brewski's, 1100 S. Broadway, to hold an outdoor event on August 2. The approval of the request is subject to complaint.
5. To deny Ald. Wiezbiskie's request to develop an ordinance similar to the City of Wausau with regards to the use of cell phones and other handheld electronic devices while driving (referred to staff at the February 24, 2014 meeting).
6. To postpone the request by Ald. Moore to amend the Green Bay Municipal Code §8.08 to limit the number of dogs permitted in residential neighborhoods.
7. To approve as amended the request by staff to amend Green Bay Municipal Code §15.68 – Building Maintenance to include maintenance of other structures on property.
8. To approve the appeal by Wesley Renard to the denial of his Operator License application.
9. To approve the appeal by Stacey Pawlak to the denial of her Operator License application.
10. To deny the appeal by Gerald Lesperance Jr. to the denial of his Operator License application.

The Protection & Welfare Committee, having met on Monday, July 28, 2014 considered all matters on the agenda and based on authority granted to them by the City Council on Tuesday, July 15, 2014 wishes to report that final approval was given for the following actions:

Informational only

1. Application for 1 of 11 "Class B" Combination License by Titledown Tobacco, LLC at 320 N. Broadway, Suite 310.
2. Renewal application for a Class "B" Beverage and "Class C" Wine License by Auten's Eatery, LLC at 1015 W. Mason Street.
3. Application for a "Class B" Combination License by Gasoline Bar, LLC at 709-711 S. Broadway.

Moved by Ald. Wiezbiskie, seconded by Ald. Wery to adopt the report with the exception of Item #5. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt Item #5.

Moved by Ald. Wiezbiskie and seconded to refer Item #5 to the Law Department to draft a resolution to the State with regards to cell phones and other handheld electronic

devices while driving and to bring the resolution back for Council approval. Motion carried.

REPORT OF THE PROTECTION AND WELFARE COMMITTEE GRANTING OPERATOR LICENSES

August 19, 2014

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted. Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Alban, Ryan R	Boulanger, Brooke D	Connor, Jeffrey S
Allen, Laura L	Bourassa, Daniel J	Corrigan, Jacqueline A
Alvarez, Gustavo Jr	Boyle, Sean C	Cowan, Brad T
Alvarez, Julia	Brodhagen, John H	Cristiano, Ruth A
Anderson, Eric S	Brooks, Lisa L	Crutcher, Stephanie N
Anderson, Susan A	Brunette, Felicia B	Dahlgard, Kristy A
Andrews, Karlyn M	Brunner, Michelle L	Danforth, Clifford S
Arbeiter, Kathleen M	Buckley, Stacy L	Danforth, Crystalene V
Arcand, Marcia I	Buonocore, Amanda S	Davis, Jason M
Arce, Tanya L	Burke, Crystal A	DeBauche, Linda M
Ascher, Scott M	Burmeister, Neil J	Dederich, Lori A
Bailey, Jessica A	Busch, Christa M	DeMoulin, Dale J
Banks, Trenell L	Busch-Hill, Tara A	Denny, Derrick M
Barac, Melissa J	Bushman, Thomas E	Derge, Eric C
Barke, Linda L	Busko, Marc M	DeVillers, Linda L
Bartels, Sandra M	Caprario, Curt R	Diehls, Hayley A
Baye, Guy J	Cary-Montoure, Maria H	Diges, Cheryl Y
Bayerl, Alyssa L	Cassady, Gabrielle L	Dix, Gina M
Becks, Andrew W	Chaikowski, Dawn M	Dorff, Cassandra J
Begotka, Carol J	Chamberlain, Linda M	Doxtater, Ruth E
Behnke, Anthony R	Chapman, Eric M	Doxtator, Kristina Y
Beisser, Timothy N	Chapman, Shana A	Doxtator, Stana M
Belonger, Benjamin J	Christenson, Kathleen M	Dubord, Tammy S
Berenberg, Andrew M	Clancy, Thomas P	DuPont, Brian G
Bero, Misty M	Clark, Austin A	Elliott, Rayann L
Betts, Tina M	Cleary, Ami L	Eygendaal, Samantha A
Biegert, Shasta M	Clover, Larry M	Fair, George L
Blahnik, Mariah L	Cochran, Marcus J	Feest, Gerald R
Blohowiak, Adam J	Coe, Stephen D	Fictum, Nancy A
Bolwerk, Jon W	Coel, Michelle A	Fleming, Jr., Robert J
Borchardt, Karen A	Colwell, Kimberly A	Flores, David L

Fontanez-Montero, Miriam
Foster, Christopher J
Foytik, Bradley A
Frisque, Sara J
Fuller, Andrea M
Fuller, Kenneth M
Gajeski, Katie J
Galloway, Lauren R
Galske, Anna M
Gamanga, Emmanuel
Gardner, Audra A
Garvey-Zastrow, Nathaniel R
Gerbers, Justin E
Gervais, Dawn M
Gezella, Carrie L
Ginzl, Deborah M
Ginzl, Jordan J
Goetsch, Dustin PK
Grams, Erin M
Gravel, John J
Greene, Christine A
Griesbach, Jeffrey J
Griswold, Alex J
Grueneberg, Cynthia A
Gucwa, Kevin W
Guzman, Amy J
Haasch, Erin M
Hagerty, Melanie L
Hale, Allan J
Hansen, Brooke L
Hansford, David A
Hartman, Douglas R
Haupt, Kenneth A
Haupt, Sunshine F
Haywood, Richard C
Heath, Teri L
Hecker, Steven P
Heil, Gail M
Hein, Caleb N

Heinonen, Mark A
Herzog, Annie L
Hickey, Eric C
Hill, Crystal M
Hillier, Anthony C
Hillier, Beau J
Holl, Timothy C
Holtz, Amalia M
Holtz, Lauren
Howard, Michael C
Hubbard, Lisa E
Jablonske, Ronald I
Jagmin, Casey J
Janiak, Ahsan D
Janowski, Peter J
Janssen, Jesse J
Jarman, Valerie S
Johnson, Jesse D
Johnson, Pamela J
Johnson, Rachael R
Johnston, Pamela R
Johnston, Robert G
Jones, Jessica M
Joppe, Daniel A
Jordan, Merlene D
Jordan, Rose A
Joski, Alexandria L
Kaisershot, Lauren A
Kane, Michael B
Kasel, Tanya R
Kasten, Amy W
Kastens, Jessica D
Katarincic, Chad W
Kawula, Phillip D
Kerin, Lyhia L
Kiehnau, Tara J
Kinney, Jamie L
Klug, Dee Dee A
Knox, Ashley W

Kocken, Stormey R
Koehler, Paul J
Koenigs, Benjamin H
Koepke, Gertrudes C
Kofler, Patricia L
Konitzer, Shanna C
Konop, Michael J
Konop, Shantel M
Kriescher, Linda L
Kroner, Jessica A
Krueger, Tabitha I
Kubalak, Theresa M
Kudick, Gregory L
Lantz, Sarah A
Lao, Lori A
Larscheid, Nicholas J
Lasee, Jamie J
Lee, Vanoudom
Leiva, Desiree M
LeMense, Theresa A
Lemke, Corik
LeNoble, Kristy A
Leonhard, Timothy J
Lewins, Ronald J
Lindow, Chris T
Loberger, Nancy J
Longsine, Christine A
Lotto, Bridget K
Lubin, Adam N
Lundgren, Breanna L
Lystrom, Luke A
Lystrom, Wayne L
Lyudmer, Marina S
Mader, Kelly
Malott, Robin L
Manteufel, Steven M
Marquardt, Jennifer L
Marquardt, Tricia N
Medina-Patino, Jorge

Meigio, Tia P
Meneau, Aaron C
Micokey, Jason E
Micolichek, Terri Jo
Miller, Debra J
Morales, Kimberlee S
Moreno, Lourdes S
Mottes, Selina N
Munish, Bhatoya
Murray, Kenneth J
Niedermeier, Kenneth E
Norton, Taelor M
Nowell, Daniel R
Oas, Jordan W
Olson, Anthony J
Olson, Austin M
Olson, Jr., Thomas N
Orosco, Lavina J
Ortiz, Jessica I
Oswald, Nicholas A
Owley, Eric J
Paizer, Dawn L
Pankratz, Kylene H
Panure, Karen L
Parins, Ashley L
Parins, Jonathan W
Pearce, Cathleen M
Pearson, Matthew J
Perron, Daniel J
Peters, Amy M
Peters, Samantha M
Peterson, Linda J
Petrasko, Bradley T
Phillips, Brad M
Phillips, Sheila R
Phillips, Veronica M
Pierson, Karen E
Pinch, Howard O
Plog, Krysta M

Popp, Kurt L
Powless, Cherilyn L
Rauterkus, Diane M
Ray, Alana M
Rehberger, Carl S
Remmel, Thomas M
Rentmeester, Jason R
Rentmeester, Ryan M
Rieck, Scott A
Rivera-Powless, Kim M
Roden, Elizabeth S
Rodriguez Ponce, Ruben
Ruby, Marianne L
Ruby, Michael I
Ryan, Lauren M
Sailer, Olivia B
Saliger, Jesse J
Santos, Tammy T
Sass, Danielle M
Scheiwe, Daniel E
Schiller, Allison R
Schmit, Christopher R
Schoenhofen, Jamie R
Schuessler, Karla A
Schultz, Danielle E
Schultz, Jessica E
Scullion, Lily E
Seitz, Craig C
Selissen, Joelle G
Sewell, Shawna F
Sieker, David C
Silva, Jolina R
Singh, Sandeep
Sirianni, Jr., Anthony F
Skenandore, Charlotte M
Smith, Tyler S
Snyder, Jeanine M
Speier, Jennifer E
Splitgerber, Kodi M

Standifer, Devin S
Staszak, Sandra J
Steen, Amy J
Steinfeldt, Katrina A
Stephenson, Christian C
Stevens, Sandra K
Stock, Gary G
Stockel, Kelly J
Strehlow, Carl J
Sundquist, Nicole K
Sutrick, Janelle A
Szczepanski, Chad M
Szprejda, Carrie A
Taylor, Eteka J
Tegen, Daniel J
Tengowski, Thomas A
TenHaken, Heather R
Tessmer, Keri L
Thor, Mary M
Torrez, Jesus
Tourtellott, Jessica R
Tran, Jordan L
Trepanier, Sabrina M
Trofka, Victoria A
Unrath, Mark K
Van Asten, Bret P
Van Buren, Sarah L
Van Straten, Julia M
VanBoxel, John P
Vanden Busch, Patrick J
Vandenbusch, Curtis P
VanderBloomen Jr., Edward
Vandervest, Daniel J
Vanderwalker, Jackilynn R
Vann, Corey L.
Vazquez-Martinez, Mario A
Verheyden, Julie A
Verheyen, Donald J
Vigue, Amy J

Vizelka, Bruce A
Wagner, Lewis J
Walczak, Sandra S
Walsh, Brandon J
Waniger, McKenzie M
Waterworth, Tina M
Wautier, Lynn D
Weber II, John J
Webster, Barbara J
Webster, Gun La Dunt
Webster, Yako S
Wenninger, Amanda A
West, Penny M
Weydt, Robert C
Whitehouse, Mary Gail
Willer, Joseph M
Williquette, Jeffrey M
Wiltzius, Mary B
Windorski, Trista J
Wolf, Michelle L
Wolter, Donald T
Wooldridge, Jennifer M
Zahn, Jay L
Zalewski, Jaclyn J
Ziepke, Marcia L
Zierer, Troy M
Zuercher, Carissa L

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt the report. Motion carried with Ald. Danzinger voting aye on Thomas Clancy and abstaining on the rest of the report.

RECEIVE & PLACE ON FILE

Building Permit Report for July, 2014.

Full Trial Balance Report for June, 2014.

Municipal Court Reports for June and July, 2014.

Moved by Ald. Moore, seconded by Ald. Wiezbiskie to receive the reports and place them on file. Motion carried.

RESOLUTIONS

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the bond resolutions with one roll call vote. Motion carried.

COMMON COUNCIL OF THE CITY OF GREEN BAY, WISCONSIN

August 19, 2014

Resolution No. 9

An Initial Resolution Authorizing the Sale and Issuance of Water System Revenue Refunding Bonds; and Certain Related Details

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is currently in need of funds to finance the current refunding of the outstanding portion of each of the callable maturities of the Issuer’s \$76,765,000 Water System Revenue Refunding and Improvement Bonds, Series 2004, dated October 1, 2004 (the “**Refunding**”).

2. The Governing Body deems it in the best interests of the City that the funds needed for the Refunding be borrowed, pursuant to the provisions of Section 66.0621 of the Wisconsin Statutes, on the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purpose of Bonds.

Under and by virtue of the provisions of Section 66.0621 of the Wisconsin Statutes, the City shall issue its negotiable, water system revenue refunding bonds in a principal amount of approximately \$14,500,000 (the “**Bonds**”) to finance the Refunding; *provided, however*, that the Bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2 Authorization of Sale of Bonds.

The Bonds shall be sold by negotiated sale to Robert W. Baird & Co. Incorporated (the “**Purchaser**”).

Section 3. Bonds Not General Obligation Debt.

The Bonds shall be special obligations of the City payable solely from net revenues of the City's water utility and shall not constitute a debt of the City for which its full faith and credit and taxing powers are pledged.

Section 4. Preparation of Official Statement.

The Mayor and the Clerk are hereby authorized and directed to cause a preliminary offering document for the Bonds (the "**Official Statement**") to be prepared. The Mayor and the Clerk are hereby authorized on behalf of the City, to approve the form of Official Statement and authorize it to be deemed final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1)), and to supply copies of the Official Statement upon request.

Section 5. Further Actions.

The issuance of the Bonds shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Bonds to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Bonds (the "**Bond Purchase Agreement**"), to fix the interest rate or rates on the Bonds in accordance with the Bond Purchase Agreement, to provide for the form of the Bonds, to set forth any early redemption provisions, to set water rates in amounts sufficient to pay the principal of, and interest on, the Bonds as required by law, to designate a fiscal agent for the Bonds, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Bonds.

Section 6. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 7. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 8. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 9. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

Adopted: August 19, 2014

Approved: August 20, 2014

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Nennig, seconded by Ald. Wery to adopt the resolution.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

August 19, 2014

Resolution No. 10

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$3,680,000 General Obligation Refunding Bonds, Series 2014D,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer is in need of funds to finance the advance refunding of some of the outstanding maturities described herein of the Issuer’s \$7,390,000 General Obligation Corporate Purpose Bonds, Series 2007A, dated June 5, 2007 (the “**Refunding**”).
2. On July 15, 2014 the Governing Body adopted an initial resolution authorizing the issuance of not to exceed \$3,680,000 in principal amount of general obligation refunding bonds of the Issuer for the purpose of the Refunding.
3. The Governing Body wishes to borrow the funds needed for the Refunding by selling and issuing its general obligation refunding bonds pursuant to the provisions of Chapter 67 of the Wisconsin Statutes.
4. The Issuer has taken all actions required by law and has the power to sell and issue the \$3,680,000 General Obligation Refunding Bonds, Series 2014D authorized by this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Escrow Account” means the escrow account created under the Escrow Agreement.

“Escrow Agent” means the Associated Trust Company, National Association.

“Escrow Agreement” means the escrow agreement to be entered into between the Issuer and the Escrow Agent to effect the refunding of the Refunded Bonds.

“Financial Officer” means the Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Obligations” means the \$3,680,000 City of Green Bay, Wisconsin General Obligation Refunding Bonds, Series 2014D, which will be issued pursuant to this resolution.

“Original Issue Date” means September 9, 2014.

“Prior Bonds” means the Series 2007A Bonds.

“Purchase Price” means \$3,727,715.40, plus payment by the Purchaser on behalf of the Issuer of \$24,425.00 of the costs of issuing the Obligations.

“Purchaser” means Robert W. Baird & Co. Incorporated, or a group that it represents.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“Recording Officer” means the Issuer’s Clerk.

“Redemption Date” means April 1, 2016.

“Refunded Bonds” means the 2022 through and including 2027 maturities, and a \$415,000 portion of the 2021 maturity, of the Series 2007A Bonds.

“Refunding” has the meaning set forth in the recitals to this resolution.

“Register” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

“Series 2007A Bonds” means the Issuer’s \$7,390,000 General Obligation Corporate Purpose Bonds, Series 2007A, dated June 5, 2007.

“Treasurer” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation refunding bonds of the Issuer in the principal amount of \$3,680,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes to pay the costs of the Refunding and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Refunding Bonds, Series 2014D.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2015, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Principal Maturity Date <u>(April 1)</u>	Principal Amount <u>Amount</u>	Interest Rate <u>Rate</u>
2015	\$ 25,000	2.00%
2016	30,000	2.00
2017	30,000	2.00
2018	30,000	2.00
2019	35,000	2.00
2020	35,000	2.00
2021	445,000	2.00
2022	470,000	2.00
2023	485,000	2.50
2024	500,000	3.00
2025	515,000	3.00
2026	530,000	3.00
2027	550,000	3.00

To comply with statutory limitations on maximum maturity, the Issuer specifies that the Obligations are being issued to pay and discharge the original debts represented by the Refunded Bonds in the order in which those original debts were incurred. This means that each original debt represented by a Refunded Bond will be repaid within twenty years of the original date of such debt.

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Refunding of Refunded Bonds; Escrow Agreement.

To provide for the redemption of the Refunded Bonds on the Redemption Date, and to provide for the payment of interest due on the Refunded Bonds in 2015 and 2016 through and including the Redemption Date, the Financial Officer is directed to transfer proceeds of the Obligations to the account within the debt service fund for the Prior Bonds. The transfers shall be made on or prior to the Redemption Date. The amounts transferred shall be sufficient, together with all other funds then on deposit in said account, to pay the amounts due on each Refunded Bond in 2015 and 2016 including the Redemption Date. To provide for the transfers relating to the Refunded Bonds, the Municipal Officers are directed to enter into the Escrow Agreement on the Issuer's behalf. The amounts deposited in the Escrow Account shall be invested and disbursed in the manner described in the Escrow Agreement.

It is necessary to purchase investment securities to be held in the Escrow Account. Robert W. Baird & Co. Incorporated, as an agent for the Issuer, is directed to purchase, or cause to be purchased, appropriate securities to be held in the Escrow Account in the Issuer's name. The securities that are purchased shall be deposited in the Escrow Account and held pursuant to the terms of the Escrow Agreement and this resolution.

Section 6. Redemption of Refunded Bonds.

The Issuer irrevocably directs that the principal amount of each Refunded Bond be redeemed and paid in full in advance of its stated maturity on the Redemption Date. The appropriate officers of the Issuer are directed to instruct the fiscal agent for each of the Prior Bonds to take all actions required to call each Refunded Bond for redemption on the Redemption Date, including giving notice in the manner required by the governing documents for each of the Prior Bonds.

Section 7. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as paying agent and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 8. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 9. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as paying agent and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 10. Redemption.

The Obligations maturing on or after April 1, 2024 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2023 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations are redeemed, then the Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 11 and 12 hereof.

Section 11. Manner of Payment/Transfers/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Section 12. Manner of Payment/Transfers/Not Under Book-Entry System.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

Section 13. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 14. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 15. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 16. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase Agreement**"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Purchase Agreement and this resolution. The Obligations may be delivered to

the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 17. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the separate account within the Debt Service Fund (described below) available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2014	\$127,651.25
2015	126,175.00
2016	125,575.00
2017	124,975.00
2018	129,325.00
2019	128,625.00
2020	533,825.00
2021	549,675.00
2022	553,912.50
2023	555,350.00
2024	555,125.00
2025	554,450.00
2026	558,250.00

Section 18. Debt Service Fund.

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations. Any accrued interest received at the time of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into such account within the Debt Service Fund and used to pay interest on the Obligations. If the money in such account within the Debt Service Fund is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 19. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in the Escrow Account (herein referred to as the "**Borrowed Money Fund**"). The Escrow Account will be deemed to be the Borrowed Money Fund for the Obligations for the purpose of Section 67.10(3) of the Wisconsin Statutes. Money in the Borrowed Money Fund, including any earnings, must (a) be used to pay the costs of (i) the Refunding and (ii) issuing the Obligations or (b) be transferred to the Debt Service Fund as provided by law.

Section 20. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 21. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in a newspaper of general circulation in the locality of the Issuer, or in the Issuer’s official newspaper if it has one, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 22. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 23. Qualified Tax-Exempt Obligations.

The Issuer designates the Obligations as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Section 24. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that shall be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 25. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 26. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 27. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 28. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: August 19, 2014

Approved: August 20, 2014

James J. Schmitt
Mayor

Kris A. Teske
Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-____ Registered
\$ _____

GENERAL OBLIGATION REFUNDING BOND, SERIES 2014D			
<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	September 9, 2014	392641 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2015, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$3,680,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on July 15, 2014, and (2) the resolution duly adopted by the governing body of the Issuer on August 19, 2014, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$3,680,000 General Obligation Refunding Bonds, Series 2014D, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by Associated Trust Company, National Association or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent, on each interest payment date, by wire or other electronic transfer or by check sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2024 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2023 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations are redeemed, then the Obligations will be redeemed in multiples of \$5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same

aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of September 9, 2014.

CITY OF GREEN BAY, WISCONSIN

By:

Mayor

[SEAL]

And:

Clerk

Certificate of Authentication

Dated: September ____, 2014

1

This Obligation is one of the Obligations described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR

OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent . Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO BOND SALE

On August 19, 2014, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation refunding bonds in the face amount of \$3,680,000. It is anticipated that the closing of this bond financing will be held on or about September 9, 2014. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: August ____, 2014

/s/ Kris A. Teske

City Clerk

Moved by Ald. Nennig, seconded by Ald. Wery to adopt the resolution.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

August 19, 2014

Resolution No. 11

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$2,605,000 Taxable General Obligation Refunding Bonds, Series 2014E,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer is in need of funds to finance the advance refunding of some of the outstanding maturities described herein of the Issuer’s (i) \$1,840,000 Taxable General Obligation Development Bonds, Series 2006B, dated May 1, 2006, and (ii) \$3,145,000 Taxable General Obligation Refunding Bonds, Series 2007C, dated October 1, 2007 (collectively, the “**Refunding**”).
2. On July 15, 2014 the Governing Body adopted an initial resolution authorizing the issuance of not to exceed \$2,615,000 in principal amount of taxable general obligation refunding bonds of the Issuer for the purpose of the Refunding.
3. The Governing Body wishes to borrow the funds needed for the Refunding by selling and issuing its taxable general obligation refunding bonds pursuant to the provisions of Chapter 67 of the Wisconsin Statutes.
4. The Issuer has taken all actions required by law and has the power to sell and issue the Taxable General Obligation Refunding Bonds, Series 2014E authorized by this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Escrow Account” means the escrow account created under the Escrow Agreement.

“Escrow Agent” means the Associated Trust Company, National Association.

“Escrow Agreement” means the escrow agreement to be entered into between the Issuer and the Escrow Agent to effect the refunding of the Refunded Bonds.

“Financial Officer” means the Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Obligations” means the \$2,605,000 City of Green Bay, Wisconsin Taxable General Obligation Refunding Bonds, Series 2014E, which will be issued pursuant to this resolution.

“Original Issue Date” means September 9, 2014.

“Prior Bonds” means collectively, the Series 2006B Bonds and the Series 2007C Bonds.

“Purchase Price” means \$2,578,950.00.

“Purchaser” means Robert W. Baird & Co. Incorporated, or a group that it represents.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“Recording Officer” means the Issuer’s Clerk.

“Redemption Date” means April 1, 2015.

“Refunded Bonds” means, collectively, the Series 2006B Refunded Bonds and the Series 2007C Refunded Bonds.

“Refunding” has the meaning set forth in the recitals to this resolution.

“Register” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

“Series 2006B Bonds” means the Issuer’s \$1,840,000 Taxable General Obligation Development Bonds, Series 2006B, dated May 1, 2006.

“Series 2006B Refunded Bonds” means the 2020 and 2026 maturities, and a \$150,000 portion of the 2016 maturity, of the Series 2006B Bonds.

“Series 2007C Bonds” means the Issuer’s \$3,145,000 Taxable General Obligation Refunding Bonds, Series 2007C, dated October 1, 2007.

“**Series 2007C Refunded Bonds**” means the 2016 and 2019 maturities of the Series 2007C Bonds.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, taxable general obligation refunding bonds of the Issuer in the principal amount of \$2,605,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes to pay the costs of the Refunding and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin Taxable General Obligation Refunding Bonds, Series 2014E.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2015, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the

Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Principal Maturity Date (April 1)	Principal Amount	Interest Rate
2015	\$ 65,000	0.40%
2016	525,000	0.55
2017	540,000	1.00
2018	560,000	1.45
2019	580,000	1.80
2020	45,000	2.30
2021	45,000	2.60
2022	45,000	2.80
2023	50,000	3.00
2024	45,000	3.20
2025	50,000	3.40
2026	55,000	3.60

To comply with statutory limitations on maximum maturity, the Issuer specifies that the Obligations are being issued to pay and discharge the original debts represented by the Refunded Bonds in the order in which those original debts were incurred. This means that each original debt represented by a Refunded Bond will be repaid within twenty years of the original date of such debt.

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Refunding of Refunded Bonds; Escrow Agreement.

To provide for the redemption of the Refunded Bonds on the Redemption Date, and to provide for the payment of interest due on the Refunded Bonds on the Redemption Date, the Financial Officer is directed to transfer proceeds of the Obligations to the accounts within the debt service fund for each of the Prior Bonds. The transfers shall be made on or prior to the Redemption Date. The amounts transferred shall be sufficient, together with all other funds then on deposit in said accounts, to pay the amounts due on each Refunded Bond on the Redemption Date. To provide for the transfers relating to the Refunded Bonds, the Municipal Officers are directed to enter into the Escrow Agreement on the Issuer's behalf. The amounts deposited in the Escrow Account shall be invested and disbursed in the manner described in the Escrow Agreement.

If it is necessary to purchase investment securities to be held in the Escrow Account, Robert W. Baird & Co. Incorporated, as an agent for the Issuer, is directed to purchase, or cause to be purchased, appropriate securities to be held in the Escrow Account in the Issuer's name. The securities that are purchased, if any, shall be

deposited in the Escrow Account and held pursuant to the terms of the Escrow Agreement and this resolution.

Section 6. Redemption of Refunded Bonds.

The Issuer irrevocably directs that the principal amount of each Refunded Bond be redeemed and paid in full in advance of its stated maturity on the Redemption Date. The appropriate officers of the Issuer are directed to instruct the fiscal agent for each of the Prior Bonds to take all actions required to call each Refunded Bond for redemption on the Redemption Date, including giving notice in the manner required by the governing documents for each of the Prior Bonds.

Section 7. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as paying agent and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 8. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 9. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

- (ii) The Issuer will appoint a fiscal agent to act as paying agent and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 10. Redemption.

The Obligations maturing on or after April 1, 2024 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2023 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations are redeemed, then the Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 11 and 12 hereof.

Section 11. Manner of Payment/Transfers/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Section 12. Manner of Payment/Transfers/Not Under Book-Entry System.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the

redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

Section 13. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 14. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 15. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 16. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase**

Agreement”). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer’s name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Purchase Agreement and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 17. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer’s tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer’s tax roll may be reduced in any year by the amount of any surplus money in the separate account within the Debt Service Fund (described below) available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2014	\$104,335.37
2015	560,488.75
2016	571,345.00
2017	584,585.00
2018	595,305.00
2019	54,567.50
2020	53,465.00
2021	52,250.00
2022	55,870.00
2023	49,400.00
2024	52,830.00
2025	55,990.00

Section 18. Debt Service Fund.

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations. Any accrued interest received at the time of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into such account within the Debt Service Fund and used to pay interest on the Obligations. If the money in such account within the Debt Service Fund is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 19. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in the Escrow Account (herein referred to as the “**Borrowed Money Fund**”). The Escrow Account will be deemed to be the Borrowed Money Fund for the Obligations for the purpose of Section 67.10(3) of the Wisconsin Statutes. Money in the Borrowed Money Fund, including any earnings, must (a) be used to pay the costs of (i) the Refunding and (ii) issuing the Obligations or (b) be transferred to the Debt Service Fund as provided by law.

Section 20. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to

be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 21. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in a newspaper of general circulation in the locality of the Issuer, or in the Issuer's official newspaper if it has one, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 22. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 23. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 24. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 25. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 26. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: August 19, 2014

Approved: August 20, 2014

James J. Schmitt
Mayor

Kris A. Teske
Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-_____ Registered
\$_____

TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2014E			
Interest <u>Rate</u>	Maturity <u>Date</u>	Original <u>Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	September 9, 2014	392641 ____

REGISTERED OWNER: CEDE & Co.
PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2015, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the "**Obligations**") of the Issuer of an aggregate principal amount of \$2,605,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on July 15, 2014, and (2) the resolution duly adopted by the governing body of the Issuer on August 19, 2014, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of \$2,605,000 Taxable General Obligation Refunding Bonds, Series 2014E, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a

“Depository”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a **“Book-Entry System”**). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by Associated Trust Company, National Association or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the **“Fiscal Agent”**), which will act as authentication agent, paying agent, and registrar for the Obligations.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent, on each interest payment date, by wire or other electronic transfer or by check sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the **“Register”**) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the **“Record Date”**). The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2024 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2023 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations are redeemed, then the Obligations will be redeemed in multiples of \$5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal

amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of September 9, 2014.

CITY OF GREEN BAY, WISCONSIN

By:

Mayor

[SEAL]

And:

Clerk

Certificate of Authentication
Dated: September ____, 2014

This Obligation is one of the Obligations
described in the Resolution.
ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto
PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

--

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute
and appoint _____ attorney-in-fact, to transfer the
same on the books of the registry in the office of the Fiscal Agent, with full power of substitution
in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by
an "eligible guarantor institution" meeting
the requirements of the Fiscal Agent .
Those requirements include membership or
participation in the Securities Transfer
Association Medallion Program ("STAMP") or
such other "signature guarantee program"
as may be determined by the Fiscal Agent
in addition to, or in substitution for, STAMP,
all in accordance with the Securities
Exchange Act of 1934, as amended.

Note: The signature to this assignment
must correspond with the name as
written on the face of the within
Obligation in every particular, without any
alteration or change. When assignment
is made by a guardian, trustee, executor
or administrator, an officer of a
corporation, or anyone in a
representative capacity, proof of the
person's authority to act must
accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO TAXABLE BOND SALE

On August 19, 2014, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell taxable general obligation refunding bonds in the face amount of \$2,605,000. It is anticipated that the closing of this bond financing will be held on or about September 9, 2014. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: August ____, 2014

/s/ Kris A. Teske
City Clerk

Moved by Ald. Nennig, seconded by Ald. Wery to adopt the resolution.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the remaining resolutions, with the exception of the minimum wage resolution, with one roll call vote. Motion carried.

**RESOLUTION APPROVING
G B METREAU, LLC FOR
ENCROACHMENT EASEMENTS WITHIN THE
100 BLOCK OF EAST WALNUT STREET,
100 BLOCK OF NORTH WASHINGTON STREET
AND CITY DECK RIGHT-OF-WAY
HOLD HARMLESS AGREEMENT
August 19, 2014**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the request by Eppstein Uhen Architects on behalf of G B Metreau, LLC the Owners, for encroachment easements within the 100 block of East Walnut Street, 100 block of North Washington Street and City Deck rights-of-way for canopies, door swings, building overhangs, stoops, and patio along the City Deck including retaining walls, planters, slab, stairs, railings and ramps contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.

Adopted August 19, 2014

Approved August 20, 2014

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING
RIVERFRONT LOFTS HOMEOWNERS ASSOCIATION
FOR THE USE OF PUBLIC RIGHT-OF-WAY TO ACCESS
AND MAINTAIN THE RIVERFRONT LOFTS CONDOMINIUM
HOLD HARMLESS AGREEMENT
August 19, 2014**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the request by Riverfront Lofts Homeowners Association for an Easement for the use of public right-of-way to access and maintain the Riverfront Lofts Condominium contingent upon execution of a Hold Harmless Agreement and placing on file with the City the applicable insurance.

Adopted August 19, 2014

Approved August 20, 2014

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING
PREBLE PARK NEIGHBORHOOD ASSOCIATION
TO PLACE A NEIGHBORHOOD IDENTIFICATION
SIGN ON CITY PROPERTY
HOLD HARMLESS AGREEMENT
August 19, 2014**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the request by the Preble Park Neighborhood Association to place their Neighborhood Identification sign within East Mason Street City right-of-way.

Adopted August 19, 2014

Approved August 20, 2014

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING
RIVERFRONT LOFTS HOMEOWNERS ASSOCIATION
TO ALLOW PAVING BRICKS ON PRIVATE PROPERTY
ON THE NORTH SIDE OF THE
100 BLOCK OF CHERRY STREET
HOLD HARMLESS AGREEMENT
August 19, 2014**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the request by Department of Public Works for an easement from Riverfront Lofts Homeowners Association to allow paving bricks on private property on the north side of the 100 Block of Cherry Street.

Adopted August 19, 2014

Approved august 20, 2014

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING
AIR RIGHTS EASEMENT
WITHIN THE 200 BLOCK OF
EAST WALNUT STREET
August 19, 2014**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the request by DigiCopy for an Air Rights Easement for a projecting sign to be installed within the 200 block of East Walnut Street contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.

Adopted August 19, 2014

Approved August 20, 2014

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING
AIR RIGHTS EASEMENT
IN THE 300 BLOCK OF DOUSMAN STREET
August 19, 2014**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the request by Quick Signs on behalf of the Chamber of Commerce and Green Bay Broadway Development, LLC the Owners, for an Air Rights Easement to allow the installation of a sign above the Dousman Street right-of-way located in the 300 block of Dousman Street contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.

Adopted August 19, 2014

Approved August 20, 2014

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION RELATING TO THE COMPOSITION
OF THE BROWN COUNTY PLANNING
COMMISSION BOARD OF DIRECTORS**

August 19, 2014

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Brown County Planning Commission Board of Directors must add representation to include the Wisconsin Department of Transportation and Transit according to the federal requirements of being named a designated Transportation Management Area; and

WHEREAS, reorganizing the Brown County Planning Commission Board of Directors will allow for additional representation for towns that have become villages since the year 2000 Brown County Planning Commission Board of Directors reorganization; and

WHEREAS, Section 66.0309(3)(b), Wis. Stats., provides that the composition of the Board of Directors of a one county regional planning commission shall be approved by the local units of government in the County; and

WHEREAS, on June 4, 2014, the Brown County Planning Commission Board of Directors recommended a composition of the Board of Directors as depicted on the map titled "BCPC Board of Directors Recommended Option 4", and a copy of that composition map is attached hereto and made a part hereof as though fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the composition of the Brown County Planning Commission Board of Directors, as depicted on the map titled "BCPC Board of Directors Recommended Option 4", is hereby adopted.

Adopted August 19, 2014

Approved August 20, 2014

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION AUTHORIZING ADVISORY
REFERENDUM ON WISCONSIN'S MINIMUM WAGE

August 19, 2014

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is one of our most cherished values that there is dignity in work and that everyone in Wisconsin should have the opportunity to work their way into the middle class, not fall out of it; and

WHEREAS, we are not short of work ethic in Wisconsin, we are short of good jobs that enable working families to begin to work their way up; and

WHEREAS, Wisconsin workers are working harder and harder for less and less, every year the minimum wage stays the same workers take a pay cut, and wages are now so low that millions of full-time workers are below the poverty line and qualify for food stamps; and

WHEREAS, if people don't earn enough money to pay for the basics, like food, rent, and transportation, the economy stalls, weakening our communities and damaging local businesses; and

WHEREAS, nearly 9 in 10 Wisconsin workers who would benefit from a minimum wage increase are 20 years of age or older, nearly two-thirds are women, and 234,000 Wisconsin children would see their families' income increase; and

WHEREAS, our government's role is to maintain a wage and benefit floor to guarantee all work is valued, and that no Wisconsin worker is denied an honest day's pay for an honest day's work; and

WHEREAS, the great American middle class is not something that just happened, we built it brick by brick; and

WHEREAS, a \$10.10 minimum wage would bring our wage floor to roughly the same level as it was in the late 1960s, adjusted for inflation; and

WHEREAS, a \$10.10 minimum wage would raise wages for 587,000 Wisconsin workers by \$816 million and generate over \$500 million in additional economic activity in Wisconsin in the next three years, resulting in nearly 4,000 new jobs; and

WHEREAS, the minimum wage would immediately rise to \$8.20 and then \$10.10 within two years.

NOW, THEREFORE, BE IT RESOLVED that the people of the City of Green Bay shall vote on the following advisory referendum question at the November 4, 2014, general election:

“Should the State of Wisconsin increase the minimum wage to \$10.10 per hour?”

Adopted _____

Approved _____

Mayor

Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to receive the resolution and place it on file.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Moore, Wery, Zima, Steuer, Danzinger, Sladek. Noes: Nennig, Scannell. Motion carried.

ORDINANCE - FIRST READING

GENERAL ORDINANCE NO. 17-14

AN ORDINANCE
AMENDING SECTION 15.68,
GREEN BAY MUNICIPAL CODE,
RELATING TO BUILDING MAINTENANCE

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 15.68 Green Bay Municipal Code, is hereby amended as follows:

15.68 BUILDING MAINTENANCE (Cr. GO 13-13)

(1) HAZARDOUS CONDITIONS. A person who owns, leases or occupies a building shall keep the building from structural or other conditions that constitute a substantial hazard to the health or safety of its occupants, or creates an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the building other than negligence by an occupant.

(2) COMMON AREAS. A person who owns a commercial building and leases the building to multiple tenants shall keep all common areas of the building maintained in a manner that is safe, functioning, sanitary, and undamaged.

(3) BUILDING EXTERIOR. A person who owns a building shall keep all exterior and weatherproofing components maintained in a manner that is safe, functioning, cleanable, and undamaged.

(3m) OTHER STRUCTURES. Accessory structures, temporary structures, fences and other structures shall be kept in a manner that is safe, functioning, cleanable, and undamaged.

(4) INSUFFICIENT REPAIRS. A person who owns a building shall ensure all repairs to the building are performed in a workmanlike manner. Workmanlike manner includes, but is not limited to:

(a) The use of materials that has a consistent texture, color, quality, or appearance with adjacent materials.

(b) The complete performance of a job which does not leave unfinished edges, exposed nails/screws, loosely attached materials, or similar conditions.

(5) NOTICE OF VIOLATIONS TO PROSPECTIVE PURCHASERS. An owner of real property shall give notice to any prospective purchaser that a notice has been issued concerning a building code violation, where the condition giving rise to the notice of violation has not been corrected.

SECTION 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Wery to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Wery to advance the ordinance to the third reading. Motion carried.

ORDINANCES - THIRD READING

GENERAL ORDINANCE NO. 14-14

AN ORDINANCE AMENDING SECTION 29.208, GREEN BAY MUNICIPAL CODE, RELATING TO PARKING REGULATIONS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO STOPPING OR STANDING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

VICTORIA STREET, east side, from Crooks Street to a point
405 feet north of Crooks Street

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zone:

SEVENTH STREET, north side, from Military Avenue to a
point 145 feet east of Military Avenue

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zone:

SEVENTH STREET, north side, from Military Avenue to
West Mennen Court

SECTION 4. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 19th day of August, 2014.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Moore, seconded by Ald. Thomas DeWane to adopt the ordinance.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

GENERAL ORDINANCE NO. 15-14

AN ORDINANCE
AMENDING CHAPTER 13-604, TABLE 6-2,
GREEN BAY MUNICIPAL CODE,
REGARDING THE REGULATION OF
COVERED PORCHES
(TA 14-05)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-604, Table 6-2, Green Bay Municipal Code, is hereby amended as follows:

13-604. Lot dimension and building bulk requirements. Lot area and setback requirements shall be as specified in Table 6-2, Lot Dimension and Setback Requirements.

Table 6-2. Lot Dimension and Setback Requirements, Residential Districts

	RR	R-1	R-2	R-3
Minimum Lot Area (sq. ft.)				
Single-Family Detached Dwelling	10,000 ^a	7,500	5,000	5,000
Duplex (per building)		7,500	5,000	5,000
Semi-Detached Dwelling (per lot) -		6,000	4,000	4,000
Single-Family Attached	-	-	2,500 or 15/ac (the lesser) ^d	2,500 or 15/ac (the lesser) ^d
Multifamily Dwelling (per unit)	-	-	see 13-607	see 13-607
All Other Uses (per lot):		10,000	10,000	10,000
Minimum Lot Width (feet)				
Single-Family Detached Dwelling	75	75	45	45
Duplex (per building)		75	45	45
Semi-Detached Dwelling (per lot) -		40	30	30
Single-Family Attached	-		25	20
Multifamily Dwelling (per building)			40	40
Minimum Building Width (feet)		see note b		
Maximum Height (feet/stories)		35/2.5 ^g	35/2.5 ^g 35/3 ^g	45/4 ^g
Building Setback (Amd. GO 11-14)				
Requirements (feet)				
Front Yard	20 ^{c,h}	15 ^{c,h}	15 ^{c,h}	15 ^{c,h}
Side Yard ^{e, f, i, j}	6/8 ea. ^h	6/8 ea. ^h	6 ea. ^h	10 ea. ^h
Rear Yard	25	25	25	25
Garages (attached)	25	20	20	20

Notes to Table 6-2:

- a. For lots in the RR district without City services, minimum lot area shall be 10 acres. Other lot dimensions shall be as specified in Table 6-2. See Section 13-605.

- b. The minimum building width on any side shall be at least twenty-five (25) feet, not including any entryways or other structures that do not run the full length of the building.
- c. Where at least fifty (50) percent of the front footage of any block is built up with principal structures, the front yard setback for new structures shall be equal to the average of the existing structures, except that any structure which is set back twenty (20) percent more or less than the average may be discounted from the formula.
- d. If townhouses are developed on parcels where only the land immediately beneath each dwelling unit constitutes an individually-described lot and all other land constitutes common properties, the density requirement rather than the minimum lot size shall apply to the entire parcel.
- e. Side yards setbacks shall apply to the ends of attached or semi-detached dwellings.
- f. Corner properties: The side façade of a corner building adjoining a public street shall maintain the front setback of the adjacent property fronting upon the same public street. If no structure exists on the adjacent property, the setback shall be a minimum of ½ the required front yard setback of the subject property's zoning district.
- g. Heights of structures may be increased with a conditional use permit as permitted in 13-205.
- h. Covered porches are permitted in the front setback compliant with the conditional use permit requirements found in 13-205. **A porch proposed for a designated historic property or a contributing building within a historic district may be constructed within a front and/or side yard setback provided the porch is historically appropriate or a restoration of a significant architectural feature of the original structure.**
- i. Lots containing less than 60 feet of public street frontage may have a side yard reduction to 6 feet for primary buildings.
- j. (Amd. GO 11-14) For single and two-family uses, 6 feet for a single story, 8 feet for a story and a half or greater.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this 19th day of August, 2014.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Moore, seconded by Ald. Scannell to adopt the ordinance.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

GENERAL ORDINANCE NO. 16-14

AN ORDINANCE
AMENDING CHAPTER 13-904,
GREEN BAY MUNICIPAL CODE,
REGARDING OUTDOOR STORAGE AND DISPLAY
IN THE BUSINESS PARK (BP) DISTRICT
(TA 14-06)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-904, Green Bay Municipal Code, is hereby amended as follows:

13-904. Outdoor storage and display.

~~(a) Outdoor storage, sales or display are not permitted in the Business Park (BP) District.~~

~~(b) In the Light Industrial and General Industrial districts, outdoor storage shall be completely screened from any adjacent street, sidewalk,~~

~~public walkway, public park, or residential property, in compliance with Chapter 13-1820, Site Plan Review. Outdoor sales and display areas shall be separated from any adjacent street, sidewalk, or public walkway by a low landscaped screen, in compliance with Chapter 13-1814, Site Plan Review.~~

a. Outdoor storage areas shall not exceed 25% of the lot area and shall be contiguous.

b. A fence 90% impervious to sight is required to enclose all outdoor storage areas from view. The fence shall not exceed eight ft. in overall height and shall consist of wood, vinyl or masonry material.

c. No material/product may be stored higher than the required fencing.

d. A five-foot-wide landscaped area shall be provided along all fenced areas with ground cover, shrubs or trees planted at an average spacing of 30 ft. on center.

e. All outdoor storage areas shall be surfaced compliant with Chapter 13-1714.

f. No outdoor storage shall encroach within a required setback.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 19th day of August, 2014.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Moore, seconded by Ald. Scannell to adopt the ordinance.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

ZONING ORDINANCE NO. 8-14

AN ORDINANCE
REZONING PROPERTY LOCATED AT
1672 – 1678 EAST MASON STREET/1666 CASS STREET
FROM LIGHT INDUSTRIAL (LI) DISTRICT
TO GENERAL COMMERCIAL (C1) DISTRICT
(ZP 14-19)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Light Industrial (LI) District to General Commercial (C1) District:

Tax Parcel Number 21-1342-1: ASTORS SUBD OF PC 3 TO 7 E W 110
FT OF S 150.66 FT OF N 153.66 FT OF LOT 19 & PRT IN J12294-15 EX
J13703-22 FOR ST

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 19th day of August, 2014.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Moore, seconded by Ald. Scannell to adopt the ordinance.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Scannell to adjourn at 9:02 P.M.
Motion carried.

Anita M. Raleigh
Deputy Green Bay City Clerk